



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: July 15, 2008

SUBJECT: ROP Fire Science Academy Memorandum of Understanding between the Yolo County Office of Education and the City of Woodland Fire Department

### **Report in Brief**

The Yolo County Office of Education Regional Occupation Program provides various work skills instruction in collaboration with community resources. The Woodland Fire Department has participated in this program for eight years and has involved hundreds of county youth and adults in Fire Science training. This program has been favorably received by the students, parents, educators and firefighters who have been involved. In order to continue the program, the City must approve a Memorandum of Understanding that clarifies the roles and responsibilities of the County Office of Education and the City.

Staff recommends that the City Council authorize the Fire Chief to enter into a Memorandum of Understanding with the Yolo County Office of Education for providing Fire Science training as part of its Yolo Regional Occupational Program for the upcoming fiscal year, beginning July 1, 2008 through June 30, 2009.

### **Background**

Since 1999, the Woodland Fire Department has partnered with the Yolo County Office of Education (YCOE) to provide Fire Science training to students (high school and adults) as part of its Yolo Regional Occupational Program (ROP). For the past six years, the Woodland Fire Department has conducted an ROP Fire Science Academy which is a six month program and runs from September through March. Over 200 students have participated in the program which culminates each March with a graduation ceremony attended by family members and friends. The program is an excellent example of community outreach between the City, Fire Department and County Office of Education.

Woodland Fire Department career personnel provide the instruction. Students in this academy have the opportunity to complete 300 hours of fire science training and meet the training requirements for Volunteer Firefighter I through the State Fire Marshal's Office. The academy covers basic

firefighting skills, care of the sick and injured, wild land firefighting and career development. A full list of topics is attached for your information. The term of this Memorandum of Understanding (MOU) is July 1, 2008 to June 30, 2009 and becomes effective upon the date of execution by both parties.

**Discussion**

In the MOU, the City of Woodland Fire Department agrees to “provide instruction, training, facilities, equipment, supervision and other services” to complete the fire science academy. The City of Woodland Fire Department shall prepare and submit a report of attendance to ROP at the end of each month, and keep and retain the attendance and achievement records of each student. Standard comprehensive and general liability insurance provisions apply, and have been approved by YCPARMIA. These conditions have not changed from the previous year.

In the MOU, the ROP receives ADA credit for each student. The ROP will also show proof of comprehensive and general liability insurance, as in past years. Changes to this year’s MOU for the ROP are as follows:

- The ROP will increase the hourly rate from \$4.35 to \$5.13 per student per hour of instruction paid to the Woodland Fire Department for running this program with payment made upon completion of the ROP Academy.
- The City proposes that ROP pay an increased facility use fee this year of \$2,400 rather than last year’s rate of “\$300/month for rental of the training facilities: not to exceed \$1800” to cover the cost of the Training Center facility located at 1556 Spring Lake Court.
- The City proposes that each student pay an administrative/materials fee to the City of Woodland Fire Department in the amount of \$150 to offset the costs of equipment used by the academy needing repair or replacement. If a student is unable to afford this fee, a scholarship program is available.

The total anticipated revenue from ROP for this year’s academy is approximately \$25,000. The revenue covers costs for materials, labor, supplies and equipment.

**Fiscal Impact**

The anticipated costs vs. revenue associated with running this program is as follows:

• Anticipated Revenue (16 students @ \$5.13/hr x 300 hrs)	\$24,624.00
• Special assignment and graduation prep (16 students x \$5.13/hr x 8 hrs)	656.64
• Equipment usage/replacement charge (16 students x \$150 each)	2,400.00
o 300 hours of training at an average rate of \$ 29.11/hour	<del>&lt;8,733.00&gt;</del>
o Facility charges at \$ 28.00/hour x 46 days x 2 hours/day	<del>&lt;2,576.00&gt;</del>
o Book/supplies/equipment	<del>&lt;5,272.80&gt;</del>
Total Revenue vs. Expenses	<u>\$11,098.84</u>

**Public Contact**

Posting of the City Council agenda.

**Recommendation for Action**

Staff recommends that the City Council authorize the Fire Chief to enter into a Memorandum of Understanding with the Yolo County Office of Education for providing Fire Science training as part of its Yolo Regional Occupational Program for the upcoming fiscal year, beginning July 1, 2008 through June 30, 2009.

Prepared by: Shannon Collins  
Management Analyst

Reviewed by: Tod Reddish  
Fire Chief

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Mark G. Deven  
City Manager

Attachment: MOU between the Yolo County Office of Education and the City of Woodland Fire Department

## **MEMORANDUM OF UNDERSTANDING**

**PARTIES:** This Memorandum of Understanding (MOU) is entered into between the Yolo County Office of Education (YCOE) and the City of Woodland Fire Department.

**PURPOSE:** The purpose of this MOU is to enable the YCOE/Yolo Regional Occupational Program and the City of Woodland Fire Department to provide Fire Science training to high school and adults students.

**AUTHORITY:** This MOU is entered into by and between the parties in exercise of the authority set forth in conformance with the California State Plan for Vocational Education and the Fire Science Instructional Course Plan as filed with the California State Department of Education and agreed upon by both parties.

**TERM:** This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of **July 1, 2008 to June 30, 2009**

### **SCOPE OF SERVICES:**

- A. The City of Woodland Fire Department represents that the Lead Instructor of the program operated with respect to this Agreement possesses and will hold a valid California Teaching Credential that authorizes the teaching of the vocational subject.
- B. The facilities to be provided by the City of Woodland Fire Department to conduct the program specified herein shall meet the requirements of the State and local safety and health regulations during the term of this Agreement. Equipment and instructional materials furnished with respect to this Agreement shall be adequate and suitable for the programs operated and the number of students in attendance. The cost of providing the specified instructional materials is not included in the amount to be paid per student hour set forth in paragraph E hereunder. The City of Woodland Fire Department and the Yolo Regional Occupational Program shall mutually agree upon the purchase of equipment.
- C. The City of Woodland Fire Department shall maintain daily records of student attendance in accordance with Yolo Regional Occupational Program policy and shall prepare and submit a report of attendance on forms provided by the Yolo Regional Occupational Program at the end of each school month. City of Woodland Fire Department attendance and achievement records shall be available for review and audit by an independent auditor and the authorized representative of the Yolo Regional Occupational Program. Such records shall be maintained by the City of Woodland Fire Department for a period of five (3) years after the close of each school year. All attendance of students enrolled in the program operated by the City of Woodland Fire Department pursuant to this Agreement shall be credited to the Yolo Regional Occupational Program for the purpose of apportionment (ADA) from the State.

- D. The City of Woodland Fire Department shall provide instruction, training, facilities, equipment, supervision and other services for no more than the number of students authorized by the Yolo Regional Occupational Program to the extent of the approved hours as specified by the instructional plan.
- E. The Yolo Regional Occupational Program will pay the City of Woodland Fire Department \$5.13 per hour of student training per student for the Fire Science Program and \$2,400 rental fee for the training facilities. Payment shall be made upon receipt of an itemized invoice accompanied by a report, which list the names of students and number of hours each student was in attendance in the program. These payments shall be made at the end of the program in March, for the hours submitted. The City of Woodland Fire Department shall not be reimbursed for more than 300 hours of instruction for any one student in any one fiscal year. The City of Woodland Fire Department shall accept new students authorized by the Yolo Regional Occupational Program at the beginning of each enrollment period and shall provide each of the new students with the number of hours of instruction as specified herein. The charge of each new student shall be the same as the per student hour rate specified in this paragraph. Each ROP Student must pay a administrative/materials fee to the City of Woodland in the amount of \$150.00 in the event a student cannot afford the administrative / materials fee a scholarship application can be given to the student and approved and paid by the Yolo County Office of Education upon Approval by the program director for both administrative fees & uniform costs.
- F. Neither the Yolo County Office of Education/Yolo Regional Occupational Program nor the City of Woodland Fire Department will discriminate against any person because of race, color, religion, sex, marital status, national origin, parental status, age or handicap, as required by law.

**INSURANCE:**

During the term of this MOU, YCOE shall provide to City of Woodland Fire Department, and City of Woodland Fire Department shall provide to YCOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 Aggregate and \$1,000,000 per occurrence. YCOE shall also provide City of Woodland Fire Department, and City of Woodland Fire Department shall also provide YCOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state “Such insurance as afforded by this policy shall be primary, and any insurance carried by YCOE OR the City of Woodland Fire Department shall be excess and noncontributory.” Any and all insurance coverage may be provided by a City of Woodland Fire Department Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

**INDEMNIFICATION:**

- A. Insofar as permitted by law, YCOE shall assume the defense and hold harmless City of Woodland Fire Department and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of YCOE, its officers, agents or employees.
- B. Insofar as permitted by law, City of Woodland Fire Department shall assume the defense and hold harmless YCOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of City of Woodland Fire Department, its officers, agents or employees.
- C. It is the intent of the YCOE and City of Woodland Fire Department that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. YCOE and City of Woodland Fire Department agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. YCOE and City of Woodland Fire Department further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

**TERMINATION/SUSPENSION:**

This MOU may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this MOU may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this MOU.

**NOTICES:**

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To YCOE: Yolo County Office of Education  
1280 Santa Anita Court, Suite 100  
Woodland, CA 95776-6127

To City of Woodland Fire Department: City of Woodland Fire Department  
1556 Springlake Court  
Woodland, CA 95776

**INTEGRATION:**

This MOU represents the entire and integrate agreement between YCOE and City of Woodland Fire Department, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of YCOE and City of Woodland Fire Department.

**REPRESENTATION OF AUTHORITY:**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, YCOE and City of Woodland Fire Department have executed this M.O.U. as of the date first above written.

**YOLO COUNTY OFFICE OF EDUCATION**

**CITY OF WOODLAND FIRE DEPARTMENT**

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**Ronda L. Adams, Ed.D., Associate Superintendent of Educational Services, YCOE**

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**Robert Tod Reddish, Fire Chief  
City of Woodland**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Linda Legnitto, Associate Superintendent of Administrative Services, YCOE**

Date: \_\_\_\_\_